

CITY OF PRINCE GEORGE
BYLAW NO. 8652

A Bylaw of the City of Prince George to enter into a Development Works Agreement.

WHEREAS City Council may by bylaw pursuant to Section 937.1 of the *Local Government Act*, R.S.B.C. 1996, c. 323, as amended (the "*Local Government Act*") enter into a development works agreement with a developer for the provision of works by the municipality or by the developer and for the imposition of all or part of the cost to construct the works on the owners of real property in the area subject to the agreement;

AND WHEREAS City Council has been petitioned to enter into a development works agreement with Prince George Global Logistics Park Inc. for the provision of certain works for Boundary Road, pursuant to Section 937.1(4)(c) of the *Local Government Act*;

AND WHEREAS the Corporate Officer has certified that the petition is sufficient;

NOW THEREFORE, the City Council of the City of Prince George (the "City") in open meeting assembled, **ENACTS AS FOLLOWS**:

1. This Bylaw may be cited for all purposes as the "City of Prince George Boundary Road Works Development Works Agreement Bylaw No. 8652, 2015".
2. The City Council is hereby authorized to enter into that certain development works agreement attached as Schedule "A" to this Bylaw (the "Development Works Agreement").
3. The Mayor and the Corporate Officer are authorized on behalf of the City Council to sign and seal the Development Works Agreement.
4. The Development Works Agreement forms part of this Bylaw.
5. Capitalized words and terms used in this Bylaw will have the meanings ascribed in the Development Works Agreement unless otherwise defined herein.
6. The Specified Charge pursuant to the Development Works Agreement constitutes the formula for imposing all or part of the cost of the Works on the Owners of the Benefiting Parcels.
7. The Specified Charge payable by the Owners shall increase by the rate of Interest set out in the Development Works Agreement.
8. The Specified Charge and Interest thereon becomes a debt payable by the Owners to the City at the time set out in section 2 of the Development Works Agreement.
9. Until the applicable Specified Charge and Interest thereon is paid in respect of a Benefiting Parcel, the City Council, an approving officer, a building inspector, or other municipal authority of the City is not obliged to approve a building permit necessary for the development of a Benefiting Parcel.

READ A FIRST TIME THIS 15th day of JUNE , 2015.

READ A SECOND TIME THIS 15th day of JUNE , 2015.

READ A THIRD TIME THIS 15th day of JUNE , 2015.

All three readings passed by a unanimous decision of Members of City Council present and eligible to vote.

ADOPTED THIS 29TH DAY OF JUNE , 2015,
BY A MAJORITY DECISION OF ALL MEMBERS OF CITY COUNCIL PRESENT AND
ELIGIBLE TO VOTE.


MAYOR


CORPORATE OFFICER

DEVELOPMENT WORKS AGREEMENT

FOR BOUNDARY ROAD WORKS

THIS AGREEMENT dated for reference the __ day of _____, 2015

BETWEEN:

CITY OF PRINCE GEORGE, a municipal corporation under the Local Government Act of the Province of British Columbia and having its offices at 1100 Patricia Boulevard, Prince George, British Columbia V2L 3V9

(the "City")

OF THE FIRST PART

AND:

PRINCE GEORGE GLOBAL LOGISTICS PARK INC., a body corporate, duly incorporated under the laws of the Province of British Columbia, having its place of business at #4 - 720 6th Street, New Westminster, British Columbia V3L 3C5

(the "Developer")

OF THE SECOND PART

- A. WHEREAS the Developer has contributed the Actual Capital Cost of the Works towards the cost of construction of the Boundary Road **Works** as described in Schedule "C" attached hereto ;
- B. AND WHEREAS the **Works** are included in the calculations used to determine the amount of **Development Cost Charges** that are payable in respect of the development of Benefitting Parcels;
- C. AND WHEREAS the construction of the **Works** benefit the development of lands within the **Benefitting Areas** as defined in this Agreement;
- D. AND WHEREAS Section 937.1 of the **Act** authorizes the **City** to enter into an agreement with the **Developer** for the construction of the **Works**, and the allocation of all or part of the cost to construct the **Works** amongst the owners of lands within the **Benefitting Areas**;
- E. AND WHEREAS the Developer has presented to the Council a petition for such an agreement in accordance with Section 937.1(4)(c), and the Corporate Officer of the City has determined that the petition is sufficient;

Schedule "A"

F. AND WHEREAS Section 933(8)(b) of the **Act** states:

...

"(b) if a work required to be provided under an agreement under Section 937.1(2) is included in the calculations used to determine the amount of a development cost charge, the following amounts are to be deducted from the development cost charge that would otherwise be payable for that class of work:

...

(ii) For a development cost charge payable by a person other than the developer referred to in subparagraph (i), the amount calculated as:

(A) the amount charged under Section 937.1(2)(b) to the owner of the property, less

(B) any interest portion of that charge under Section 937.1(6)(c)",

G. AND WHEREAS the **City** and the **Developer** wish to enter into this **Development Works Agreement** to identify the value of the **Works**, the allocation of the costs thereof throughout the **Benefitting Areas** and to acknowledge resulting deductions pursuant to Section 933(8)(b) of the **Act** from **Development Cost Charges** payable in respect of the **Benefitting Parcels** and portions thereof.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada and other good and valuable consideration now paid by each of the parties hereto, to each of the other parties hereto, the receipt whereof is hereby acknowledged, the parties hereto hereby covenant, promise and agree with each other as follows:

1. DEFINITIONS

In this **Agreement**, in the recitals above and in the Schedules attached hereto:

"Act" means the *Local Government Act*, R.S.B.C. 1996, Chapter 323, as revised, re-enacted or consolidated from time to time and includes any successor statute;

"Actual Capital Cost of the Works" means \$6,148,971.70, including \$4,550,239.06 in respect of highway works, \$491,917.74 in respect of water works, and \$1,106,814.91 in respect of sewerage works.

"Administrative Fee" means the amount that is 1% of any Specified Charge collected in respect of the development of a Benefitting Parcel under this Agreement.

"Agreement" means this **Development Works Agreement** and all Schedules attached hereto, which form part of the **Development Works Agreement**;

Schedule "A"

"Authorized Person" means the **"Authorized Person"** pursuant to the **City of Prince George Subdivision and Development Servicing Bylaw No. 7652, 2004**, as amended or replaced from time to time, currently defined as the person appointed by **Council** as head of the **Development Services Department**, or a person designated in writing by the head of the **Planning and Development Services Department** to carry out any act or function under that Bylaw;

"Benefitting Areas" means the parcels of land listed by **Benefitting Parcel No.** in **Schedule "A"** attached hereto, and as illustrated on **Schedule "B"** attached hereto;

"Benefitting Parcel" means the parcels of land in the **Benefitting Areas** as of the date of this **Development Works Agreement**, as described in **Schedule "A"** and illustrated in **Schedule "B"** attached hereto, and any subdivided portion thereof;

"Calendar Year" means the one-year period that begins on **January 1** and ends on **December 31**;

"Commencement Date" means the date upon which **Council** adopts the **Development Works Agreement Bylaw**;

"Council" means the elected **Council** of the **City of Prince George**;

"Development Cost Charges" and **"DCCs"** means a charge imposed pursuant to the **Development Cost Charge Bylaw**;

"Development Cost Charge Bylaw" means the **City of Prince George Development Cost Charge Bylaw**, No. 7825, 2007, enacted by the **City** under the **Act** as revised, re-enacted or consolidated from time to time and any successor bylaws;

"Development Works Agreement Bylaw" means the **City of Prince George Boundary Road Works Development Works Agreement Bylaw** enacted by the **City** under the **Act** as such bylaw is revised, re-enacted or consolidated from time to time;

"Interest" means **3% per annum** compounded annually, not in advance;

"Net Developable Area" means the actual area of a **Benefitting Parcel** less areas that have been deemed to be too steep for development or required for roads, protection of environmentally sensitive lands, or landscaping, being the areas indicated in respect of each **Benefitting Parcel** in the right-hand column of the table in **Schedule "A"**;

"Owner" or **"Owners"** means the registered **Owner** or **Owners** from time to time of a **Benefitting Parcel**;

Schedule "A"

"Specified Charge" means \$18,900 per hectare, being the **Actual Capital Cost of the Works** divided by the total **Net Developable Area** of the **Benefiting Parcels**;

"Term" means the period of time that this **Agreement** is in effect as specified in Section 3; and

"Works" means the Boundary Road **Works** and related infrastructure as described in Schedule "C".

2. COLLECTION AND PAYMENT OF SPECIFIED CHARGES

- (a) In consideration of the completion of the **Works** by the **Developer**, to the satisfaction of the **Authorized Person**, the **City** agrees to collect from each **Owner** of a **Benefitting Parcel** the **Specified Charge**, levied on the basis of the area of a **Benefitting Parcel** that is the subject of a building permit application and that is used to determine the amount of a **Development Cost Charge** under the **Development Cost Charge Bylaw**, plus **Interest** commencing on the **Commencement Date**.
- (b) Upon development of a **Benefitting Parcel** during the **Term**, the **Owner** of that **Benefitting Parcel** shall pay to the **City** the **Specified Charge** with respect to that development plus **Interest**, in accordance with the terms of this **Development Works Agreement** and the **Development Works Agreement Bylaw**.
- (c) Payment of the **Specified Charge** and **Interest** to the **City** shall be due and payable when a charge imposed under the **Development Cost Charge Bylaw** is payable to the **City** with respect to the issuance of a building permit in respect of any **Benefitting Parcel**.
- (d) If a **Specified Charge** is payable, a Building Inspector may, but is not obligated to, issue a building permit necessary for the development of a **Benefitting Parcel**, and may do any other thing necessary for the development of a **Benefitting Parcel** if the **Specified Charge** has been paid in full.
- (e) The **City** shall pay to the **Developer** the **Specified Charge**, which is to be collected in respect of the development of one or more **Benefitting Parcel** plus **Interest** and less the **Administrative Fee** which the **City** may retain for its own use absolutely. The **Specified Charge** and **Interest** shall be paid to the **Developer** in one lump sum payment once per **Calendar Year** within 30 days of December 1st.
- (f) The **City** shall only be obligated to pay pursuant to Section 2(e) to the extent the **City** actually receives the **Specified Charge** and **Interest** from the **Owner**. The **City** shall have no further obligation to the **Developer** to make any other payment pursuant to this **Agreement**. If the said payments to the **Developer** are returned to the **City** unclaimed by the **Developer** and if the **City** is unable to locate the **Developer** after all reasonable

Schedule "A"

efforts, then the City shall hold all monies collected until the expiry of this **Agreement**. After the expiry of this **Agreement**, all such unclaimed funds shall be retained by the **City** for its own use absolutely.

- (g) In the event of a permitted assignment or transfer of the rights of the **Developer** under this **Agreement**, either voluntarily or by operation of law, the **City** shall pay any benefits accruing hereunder, after notice to the **Developer**, to such successor of the **Developer** as the **City**, in its judgment, deems entitled to such benefits; and in the event of conflicting demands being made upon the **City** for benefits accruing under this **Agreement**, then the **City** may at its option, commence an action in interpleader joining any party claiming rights under this **Agreement**, or other parties which the **City** believes to be necessary or proper, and the **City** shall be discharged from further liability upon payment to the person or persons whom any court having jurisdiction over such interpleader action shall determine, and in such action the **City** shall be entitled to recover its actual legal fees and costs, which fees and costs shall constitute a lien upon all funds accrued or accruing pursuant to this **Agreement**.

3. TERM

- (a) The **Term** of this **Agreement** shall commence on the **Commencement Date** and shall expire on the earlier of:
- (i) the date that is twenty-five (25) years after the **Commencement Date**; and
 - (ii) the date on which the **Developer** has received the **Actual Capital Cost of the Works**, plus applicable **Interest**, under this **Agreement**.
- (b) The **Developer** covenants and agrees that no **Specified Charge** or **Interest** shall be due and payable to the **Developer** subsequent to the expiration of the **Term** other than a **Specified Charge** and **Interest** collected by the City prior to the expiration of the **Term**. For greater certainty, the **Developer** acknowledges and agrees it is at the **Developer's** risk that insufficient funds may be paid by the **Owners** of the **Benefitting Parcels** within the **Term** of this **Agreement**, and at the expiry of the **Term** no further monies are payable to the **Developer** pursuant to this **Agreement** other than a **Specified Charge** and **Interest** collected by the City prior to the expiration of the **Term**.

4. DCC REDUCTIONS

The **City** acknowledges that the **Works** are included in the **City's** DCC Program and accordingly, the payment of a **Specified Charge** in respect of a **Benefitting Parcel**, but not the payment of **Interest**, will be taken into account for the purposes of a reduction in the **DCCs** payable in respect of such **Benefitting Parcel**, all in accordance with Section 933 (8)(b) of the **Act**, as amended or replaced from time to time. In particular, the payment of a **Specified Charge** will

Schedule "A"

entitle the payor to a reduction of DCCs payable in respect of highways, water supply systems and sewer systems, in the amount of 74%, 8% and 18% respectively of the **Specified Charge** that is paid.

5. LATECOMER CHARGES

The **Developer** covenants and agrees that it will not apply for, nor enter into any latecomer agreements with the **City** with respect to the **Works**, and the **Developer** hereby releases and discharges the **City**, its officers, employees, servants and agents and covenants and agrees to indemnify and save harmless the **City**, its officers, employees, servants and agents from and against all damages, losses, costs, actions, causes of action, claims, demands and expenses (including legal fees and litigation costs) which may arise or accrue to any person, firm or corporation against the **City**, its officers, employees servants and agents for which the **City**, its officers, employees, servants and agents may pay, incur, sustain or be put to by reason of the application of Section 939 of the **Act** as amended from time to time to the **Works**.

6. NOTICES

- (a) Any notice, demand, acceptance or request required to be given hereunder in writing shall be deemed to be given if either personally delivered or mailed by registered mail, postage prepaid (at any time other than during a general discontinuance of postal services due to a strike, lockout or otherwise) and addressed to the **Developer** at the Address hereinbefore set out or such change of address as the parties have, by written notification, forwarded to the **City** as follows:

City of Prince George
1100 Patricia Boulevard
Prince George, BC V2L 3V9
Attention: Director of Planning and Development

Or such change of address as the **City** has, by written notification, forwarded to the other parties.

- (b) Any notice shall be deemed to have been given to and received by the party to which it is addressed:
- (i) if delivered, on the date of delivery; or
 - (ii) if mailed, then on the fifth (5th) day after the mailing thereof.

7. BINDING ON SUCCESSORS

- (a) It is hereby agreed by and between the parties hereto that this **Agreement** shall be enforceable by and against the parties, their successors and permitted assigns.

Schedule "A"

(b) The **Developer** shall not assign or transfer their interest in this **Agreement** without the prior written consent of the **City**, which consent may not be unreasonably withheld.

8. JOINT AND SEVERAL LIABILITY

Whether or not expressly so stated in the provisions of this **Agreement**, the covenants, agreements and liability of the **Developer** hereunder and under any and all documents given pursuant to this **Agreement** are both joint and several.

9. DISCRETION OF AUTHORIZED PERSON

Any opinion, decision, act or expression of satisfaction of approval provided for in this **Agreement** is to be taken or made by the **Authorized Person**, and the **Developer** agrees that the **Authorized Person** is under no public law duty of fairness or natural justice in that regard and agrees that he may do any of those things in the same manner as if the **City** were a private party and not a public body.

10. CITY COSTS

The **Developer** shall pay to the City, by cash or bank draft, prior to the City executing this **Agreement**, a fee of \$10,000 for the preparation and administration of this **Agreement**.

11. ENTIRE AGREEMENT

This **Agreement** and the **Development Works Agreement Bylaw** constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersede any prior agreements, undertakings, declarations or representations, written or verbal, in respect thereof.

12. LAWS OF BRITISH COLUMBIA

This **Agreement** shall be interpreted under and is governed by, the applicable laws of Canada and the Province of British Columbia.

13. SCHEDULES

The Schedules attached hereto which form part of this **Agreement**, are as follows:

- (a) Schedule "A" –List of Benefitting Parcels and Net Developable Area Calculations;
- (b) Schedule "B" – Map of the Benefitting Area;
- (c) Schedule "C" – Description of the Works.

Schedule "A"

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first written above written.

City of Prince George

By its authorized Signatories:

Name:

Name:

Prince George Global Logistics Park Ltd.

By its authorized Signatory:

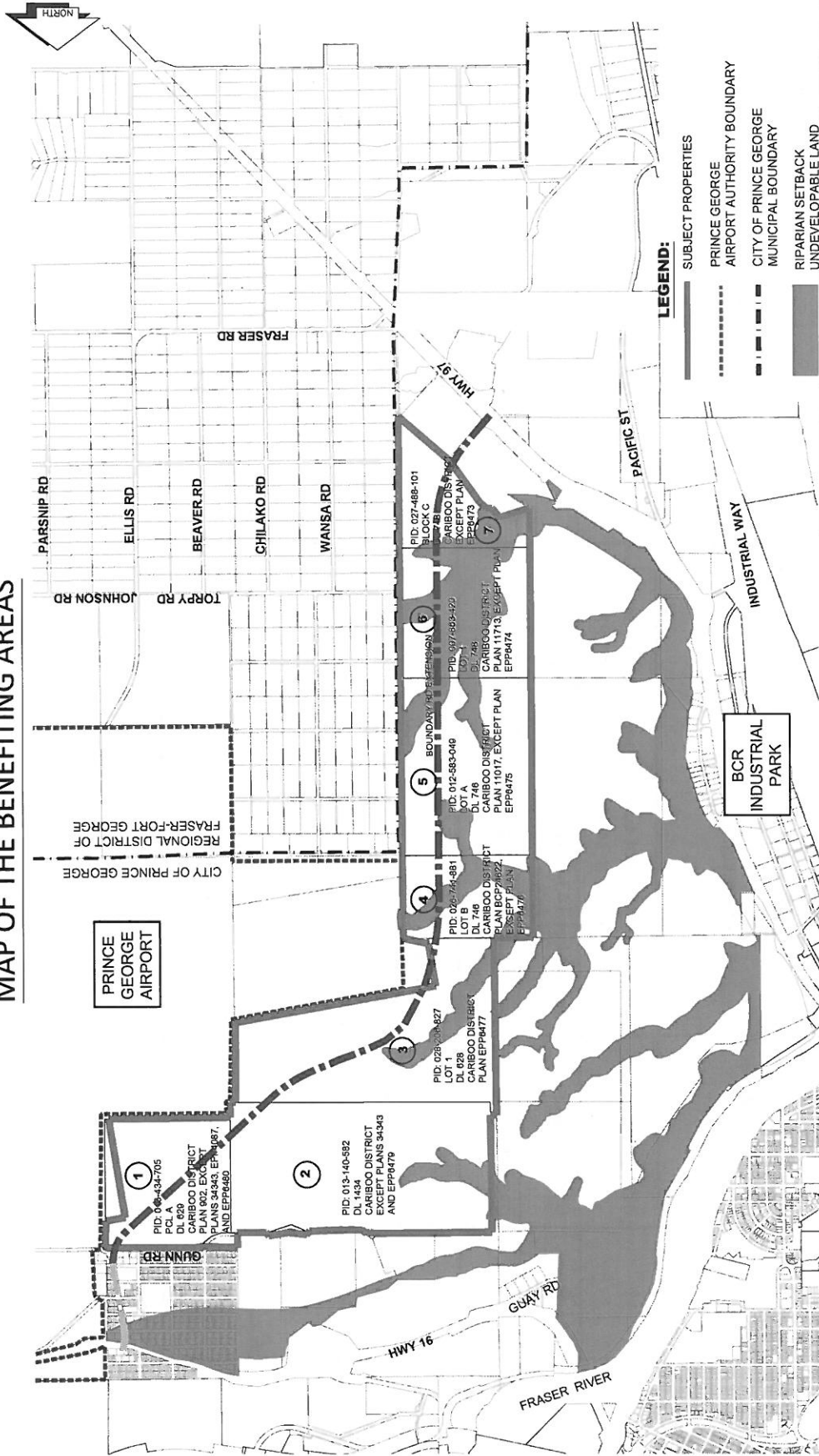
Name:

Schedule "A"

SCHEDULE "A"

Benefitting Parcel No.	Parcel Identifier (PID)	Abbreviated Plan Description	Gross Area (ha)	Net Developable Area (ha)
1	013-434-705	Parcel A District Lot 629 Cariboo District Plan 902, Except Plans 34343, EPP4087, and EPP6480	53.94	43.56
2	013-140-582	District Lot 1434 Cariboo District Except Plans 34343 and EPP 6479	125.69	94.91
3	028-206-827	Lot 1 District Lot 628 Cariboo District Plan Epp6477	106.66	77.00
4	026-741-881	Lot B District Lot 746 Cariboo District Plan BCP24822, Except Plan EPP6476	38.18	18.02
5	012-583-049	Lot A, District Lot 746, Cariboo District Plan 11017, Except Plan EPP6475	82.97	53.73
6	007-863-420	Lot 1, District Lot 748, Cariboo District Plan 11713, Except Plan EPP6474	61.32	20.93
7	027-488-101	Block C, District Lot 748, Cariboo District Except Plan EPP6473	29.64	17.22
Total			498.4	325.37

DEVELOPMENT WORKS AGREEMENT FOR BOUNDARY ROAD WORKS SCHEDULE 'B' MAP OF THE BENEFITING AREAS



- LEGEND:**
- SUBJECT PROPERTIES
 - PRINCE GEORGE AIRPORT AUTHORITY BOUNDARY
 - - - - - CITY OF PRINCE GEORGE MUNICIPAL BOUNDARY
 - RIPARIAN SETBACK UNDEVELOPABLE LAND

 ENGINEERING LIMITED PLANNING CENTRE	
PRINCE GEORGE GLOBAL LOGISTICS PARK INC. MAP OF THE BENEFITING AREAS	
JOB No: 1212-1300	SCALE: NTS
DATE: JUNE 30 2014	DRAWN BY: KP

SCHEDULE "C"
DESCRIPTION OF THE WORKS

1. BOUNDARY ROAD DESCRIPTION

In conjunction with the Federal Government, Provincial Government and private landowners, the City of Prince George planned, funded and constructed the Boundary Road Works between Highway 16 and Highway 97 as illustrated on Schedule "B" and the Developer paid the cost of construction that was not funded by the senior governments. The Boundary Road Works consist of a bypass road, which creates an alternate traffic route between Highway 16 and Highway 97. The completed Boundary Road will ultimately create an alternative access to the Prince George Regional Airport and will also provide direct access to the airport industrial areas.

2. BOUNDARY ROAD WORKS

The Boundary Road Works include the following facilities:

- | | |
|--------------------|---|
| Highway Facilities | <ul style="list-style-type: none">- Clearing and grubbing;- Stripping of topsoil;- Earthworks;- Road construction (approximately 6.7 km);- Supply and installation of base and sub-base gravels;- Supply and installation of asphalt pavement;- Supply and installation of concrete curb and gutter;- Supply and installation of concrete sidewalk;- Supply and installation of storm drainage catchbasins and piping;- Street lighting; and,- Underground utilities (power and telephone). |
| Sewage Facilities | <ul style="list-style-type: none">- Sanitary sewer mains (approximately 6.36 km); and,- Sanitary sewer manholes. |
| Water Facilities | <ul style="list-style-type: none">- Water mains (approximately 7.0 km);- Water valves and appurtenances; and,- Fire hydrant assemblies. |

3. IMPACT ON THE BENEFITTING AREAS

The **Benefitting Areas**, illustrated on the Schedule "B" map are serviced by Boundary Road in the following ways:

Highway Facilities: Boundary Road acts as an arterial road, and as such, will provide paved road access to both Highway 16 and Highway 97. Boundary Road was constructed as an arterial road in accordance with the City's Subdivision and Development Servicing Bylaw.

Sewage Facilities: The new sanitary sewer mains constructed within the Boundary Road structure will permit each **Benefitting Parcel** to connect directly with the municipal sanitary sewer collection system. The entire sewage infrastructure was constructed in accordance with the standards contained in the City's Subdivision and Development Servicing Bylaw.

Water Facilities: The new water mains constructed within the Boundary Road structure will permit each **Benefitting Parcel** to connect directly with the municipal water supply system. Each **Benefitting Parcel** will also receive fire protection. The entire water system infrastructure was constructed in accordance with the standards contained in the City's Subdivision and Servicing Bylaw.